University Club of Rochester and Hotel Employees, Restaurant Employees and Nursing Home Organized Workers, Local 466, affiliated with Hotel Employees, Restaurant Employees, International Union, AFL-CIO, Petitioner. Case 3-RC-8446

## 30 March 1984

## **DECISION ON REVIEW**

## By Members Zimmerman, Hunter, and Dennis

On 23 August 1983 the Acting Regional Director for Region 3 issued a Decision and Direction of Election in the above-entitled proceeding in which he found appropriate the Petitioner's requested unit of all full-time and regular part-time service and maintenance employees employed by the Employer at its 26 Broadway, Rochester, New York facility; excluding employees at the Summer Place in Mendon, New York, all other employees, casual employees, hostesses, head bartender, chef, office clerical employees, confidential employees, secretary to the general manager, auditor, professional employees, guards and supervisors; and he rejected the Employer's contention that the unit must include employees employed at its Summer Place. Thereafter, in accordance with Section 102.67 of the National Labor Relations Board Rules and Regulations the Employer filed a timely request for review of the Acting Regional Director's decision on the grounds, inter alia, that in excluding from the unit the above-described employees employed at the Summer Place he made erroneous findings of fact and departed from precedent.

By mailgram order dated 28 September 1983 the request for review was granted with respect to whether the scope of the unit should include employees of the Summer Place and the Acting Regional Director's decision was modified to permit such employees to vote subject to challenge. Pursuant to the Board's Rules and Regulations the election was held 28 September 1983 in the unit found appropriate by the Acting Regional Director, as modified, and the ballots were impounded pending decision on review.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record with respect to the issues under review and makes the following findings.

The Employer operates a private club for 660 members in the city of Rochester, New York. The club contains a dining area, a bar, and several rooms for overnight stays. The Employer employs

approximately 50 employees including busboys, waitresses, bartenders, cooks, and clerical employees. In addition to the club in Rochester the Employer operates a country estate called the Summer Place, in Mendon, New York, for the use of its members, which facility is open from Memorial Day until sometime around Labor Day. The Summer Place has tennis courts, a swimming pool, banquet facilities, and a snack bar. As noted, the Employer contends that the scope of the appropriate unit must be broadened to include employees employed at its Summer Place. We find merit in this contention.

The Summer Place is located approximately 17 miles from the Rochester Club. A clubhouse manager, Chris Winkle, is responsible for the day-today operations, and he reports to the general manager, Joachim Bummel, who, in turn, reports to the Employer's board of directors. The Employer employs approximately six to eight individuals at the Summer Place, including, inter alia, a bartender, a cook, a cook's helper, two waitresses, and one waiter. The bar and kitchen are supplied by deliveries from the Rochester Club made by Summer Place employees. The food served at the Summer Place is in the nature of snacks except for occasional business dinners and banquets and a regular Friday night fish fry, the food for which is prepared at the Rochester Club and brought to the Summer Place to be cooked.

Employees regularly assigned to the Rochester Club work at the Summer Place on frequent intervals to supplement its regular crew. During the summer of 1983 dishwashers and waitresses from the Rochester Club worked on temporary assignment at the Summer Place on several occasions. Also, two bartenders rotate between the two facilities on a weekly basis.

The board of directors formulates uniform labor relations policies for all employees, which are compiled in a handbook, and the General Manager implements the policies. Employees at both locations enjoy common wages and benefits. An annual bonus is awarded to employees, regardless of location, if they are still on the payroll in December, the eligibility date for the bonus. All employees are entitled to insurance after meeting the eligibility requirement of being a full-time employee for more than 3 months. Employee benefits such as sick leave, vacation time, and insurance are based on time accrued as an employee at either location. A shift in location of employment does not mean that

<sup>&</sup>lt;sup>1</sup> The parties stipulated that the tennis pro and the caretaker are independent contractors, and that the lifeguards and caretaker's helpers are employees of the aforesaid independent contractors rather than the Employer.

benefits are lost by working at one location rather than another. Moreover, all employees must meet the same eligibility requirements for certain benefits. Both facilities are under the control of the general manager who is in daily contact with both locations and visits each location almost daily. The local supervisors inform him of problems as they occur. The primary duties of employees at both locations involve the serving of food and beverages. Thus, despite the geographical separation of the Summer Place, it is a satellite operation of the Rochester Club, and the operations of both facilities are highly integrated and centralized. We conclude on the foregoing that Summer Place employees must be included in the unit.

However, it is not clear from the record which, if any, of the Summer Place employees were hired as permanent employees and were transferred to the Rochester Club when the Summer Place was closed at the end of the summer. Accordingly, the case is remanded to the Regional Director and he is directed to open and count the impounded ballots cast in the election that were not challenged. If the challenged ballots cast by Summer Place employees are sufficient in number to affect the results, he shall conduct a further investigation to determine their status on the eligibility and election dates and take further action pursuant to the Board's Rules and Regulations.